



Title: Cumberland County Emergency Services Staffing

Issue Date: Friday, June 30, 2023

Due Date: Thursday, July 20, 2023

By Mail: Cumberland County
Attn: Jennifer Crews
P.O. Box 110
Cumberland, VA. 23040
In Person: Administrator's Office
1 Courthouse Circle
County Administration
Cumberland, VA 23040

Pre-proposal Meeting: A pre-proposal conference will not be held

Inquiries: Questions related to this project should be directed to Jennifer Crews, Director of Finance, by phone at 804-492-3800 or by email at jcrews@cumberlandcounty.virginia.gov

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, family status or any other basis prohibited by state or federal law relating to discrimination in employment.

In compliance with this Request for Proposal (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below, and in any schedule attached hereto, is true, correct, and complete.

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____#2_____#3_____#4_____ (Please Initial)

SHIPPING TERMS: ALL PRICES QUOTED F.O.B CUMBERLAND COUNTY, VIRGINIA.

Name and Address of Company:

FEI/FIN# _____

Signature: _____

Name (Printed): _____

Title: _____

Phone Number: _____ Fax Number _____

Email: _____



**CUMBERLAND COUNTY
REQUEST FOR PROPOSAL #06-30-23-EMS
CUMBERLAND COUNTY PUBLIC SAFETY STAFFING SERVICES**

I. PURPOSE

The purpose of this Request for Proposal is to solicit sealed proposals through competitive negotiation to Cumberland County's emergency medical staff. Specifically, Cumberland is seeking to compile a list of three or more firms that would be available to provide such services to the County in a timely manner, thereby reducing the Agency's cost and time for advertising and developing multiple RFPs.

II. BACKGROUND

1. Cumberland County is located in central Virginia between Farmville and Richmond. The county has a population of approximately 9,740.
2. Cumberland County is serviced by three rescue squads staffed with paid personnel. Staffing consists of one (1) 24-hour station, located in the center of the county, and one 12-hour station. The 12-hour station is rotated between 2 stations, which located at the northern and southern ends of the county. The rotation is based on statistical data which has identified the busiest days of the week for each end of the county. Staffing is provided below.
 - a. Station 1 – Courthouse EMS Station – Staffed 24 hours a day seven (7) days a week from 0600 AM to 0600 AM.
 - b. Station 3 – Cartersville VFD – Staffed from 1000 AM to 2200 PM on Tuesday, Wednesdays, and Thursdays.
 - c. Station 4 – Randolph VFD – Staffed from 1000 AM to 2200 PM on Fridays, Saturdays, Sundays, and Mondays

III. SCOPE OF WORK

1. The County is soliciting proposals from qualified Offerors to provide staffing for Emergency Medical services in the county. Personnel will work hand in hand with volunteer members during all operations. Offerors must possess demonstrated expertise (subject matter knowledge and relevant experience) with current public safety staffing models predominantly in the area of BLS and ALS emergency medical services. Pro re nata staffing will include working within collective crews of volunteer personnel, county employees, and contractor personnel. The successful offeror will furnish all labor and services necessary or appropriate to perform all work required by contract to fulfill the staffing needs of the county.

IV. MEDICAL CONTROL

1. **EMS License** – The offeror will operate under the Virginia Office of EMS (VAOEMS) Agency License of the Cumberland County Fire and EMS Department.

2. Criminal background screening – Before start of work, the contractor will provide the county with results of the criminal background screening and Virginia Division of Motor Vehicles driving records for all contracted personnel pursuant to VAOEMS regulations, pursuant to Virginia Code section 32.1-111.5.

3. Operating Medical Director – Throughout the contract, the County will maintain a contract with a physician to serve as the Operating Medical Director (OMD). The contractor will provide the OMD with certification information of all providers as needed by the OMD or county. All contracted ALS providers must be approved by the OMD.

4. Treatment Protocols – The contractor will operate under the Old Dominion EMS Alliance (ODEMSA) protocols as amended by the county OMD.

5. Medical Review/Audit – The OMD or Chief of Fire and EMS may require that any of the contractor's employees attend a medical review/audit when necessary. The medical review/audit requires retrospective review by the OMD, hospital, service providers, EMS Agency, and/or the County to ensure quality patient care by reviewing care received by patients. The contractor shall provide a highly-qualified and experienced ALS provider to assist in the County's quality improvement/quality assurance program.

6. QA/QI Clinical Documentation – The contractor will commit to providing quality patient care to patients who are injured or ill. The process of patient care is guided by protocols and policies. EMS agencies typically have a requirement to maintain a Quality Improvement (QI) or Quality Assurance (QA) Program.

7. QA/QI Billing Documentation – The contractor will review billing documentation as needed; eligibility and documentation; outcome indicators and tracking methodology.

8. Infection Control Officer – The offeror must assign an Infection Control Officer who is responsible for maintaining a liaison with the Operating Medical Director, the health and safety officer, the infection control representative at health care facilities and other health care regulatory agencies.

9. Operational Support – The offeror must provide operational and administrative support relating directly to patient transport and billing matters.

10. Education and Training – The offeror must provide preceptorship and training as requested by County.

11. Other Services - The offeror must provide other services as follows as requested by County:

- a. Hospital committee representation
- b. Community Engagement
- c. Countywide Vaccination Program
- d. ALS Non-Transport State EMS License

V. PROVIDED

The County will provide the contractor with Emergency response vehicles, to include ALS transport units, quick response vehicles (QRVs), and equipment and supplies for operation of emergency medical services. The county will provide basic work uniforms (shirts) for all personnel.

- VI.** Offerors shall provide a proposal for the following staffing for Emergency Medical Services: Staffing for a two (2) person ALS crew at Station 1 with a minimum certification level of one member holding a certification level of EMT – Basic and the other member holding a certification level of EMT-Intermediate. Both members must be current in their CPR and hold current Emergency Vehicle Operator Class 2 certifications. The member holding the level of EMT-Intermediate or higher must possess current ACLS and PALS. Staffing for a two (2) person ALS crew at either Station 3 or Station 4 with a minimum certification level of one member holding a certification level of EMT – Basic and the other member holding a certification level of EMT-Advanced. Both members must be current in their CPR and hold current Emergency Vehicle Operator Class 2 certifications.
- VII.** The successful offeror shall not engage, on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County for the services the contractor will provide to the county. This provision includes contracting volunteer personnel of the Cartersville Volunteer Fire Department, Cumberland Volunteer Fire Department or Randolph Volunteer Fire Department.
- VIII.** Subject to the successful offeror's reasonable policies and procedures regarding same, the Contractor shall permit paramedic and emergency medical technician trainees to accompany ambulances in their regular and ordinary responses for the purpose of assisting such trainees in completing the curriculum and experiences necessary for completion of training programs approved by the Chief of Fire and EMS. The successful offeror shall permit other observers to accompany ambulances at the request and designation of the Chief of Fire and EMS.
- IX.** The County must be notified in writing by the Successful Offeror within forty-eight (48) hours whenever the following occurs
- a. The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certifications, background check, and contact information;
 - b. The separation/termination or the employee status change (to include loss of any required certifications or licensures) of any of the Successful Offeror's employees involved in the delivery of services related to the contract;
 - c. Contractor's loss of, suspension of or other negative action affecting its VaOEMS Agency License;
 - d. Any change in the Successful Offeror's management or supervisory structure;
 - e. Any violation of federal, state, or local law by an employee of the vendor that occurs while that employee is performing duties related to the fulfillment of this contract.
- X. Personnel** – The parties understand that the EMS System requires professional and courteous conduct at all times from the successful offeror's field personnel, middle management, and top executives. The successful offeror shall employ highly trained EMS Providers and support staff to provide patient care and to operate the County's vehicles and equipment.
- a. Each EMS Provider (contract employee) that works within Cumberland County shall follow all county policies and procedures as set forth by the Board of Supervisors, County Administrator, and/or the Chief of Fire and EMS.

- b. Each EMT, Advanced, Intermediate, or Paramedic shall be physically capable of performing the tasks assigned by the successful offeror and/or county, shall be clean in dress and person, and shall display their name and certification on a photo identification badge in an appropriate manner visible to the patient. Any of the successful offeror's employees who operate under the contract shall conform to the successful offerors and county's dress code.
- c. The parties understand that training and educational requirements change from time to time for EMS Providers as new protocols and medical treatments are approved by the VAOEMS and/or the OMD. The successful offeror agrees that the Chief of Fire and EMS may require additional training or education for EMS Providers for the benefit of patients receiving care under the Contract. The cost of such training or education shall be the sole responsibility of the successful offeror.
- d. The successful offeror shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills, and/or does not violate federal, state, or local law.
- e. The successful offeror must have in place a program for random drug screening of all personnel providing response under the contract. Further, the successful offeror will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.
- f. Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the Chief of Fire and EMS must be answered in writing by the successful offeror within 48 hours to include actions taken, including disciplinary action and other corrective measures.
- g. It shall be of the utmost importance that employees of the successful offeror strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.
- h. All contract personnel must be trained at the successful offeror's expense and receive certification as being NIMS (National Incident Management System) compliant in ICS-100, 200, 700 and 800.

XI. PROPOSAL SUBMISSION GUIDELINES

A. Proposals shall contain the following information, in the order listed:

1. Cover page of this RFP, which contains:
 - a. Acknowledgement of all addenda (if any).
 - b. Requested contact information.
 - c. Original signature of an agent authorized to bind the company.
 - d. Company FEI/FIN number
2. Completed SCC required form (**Attachment A**).
3. Completed Contractor's References: A **minimum** of Four (4) references for which Offeror has completed services comparable to those described in this RFP. For each reference, detail:
 - a. Name of firm;
 - b. Address of firm;
 - c. Name, title, address, e-mail address, and phone and facsimile numbers of a contact for the firm;
 - d. Number of years Offeror has served the firm; and

- e. Brief summary of scope of services provided.
- B. Proprietary Information--Ownership of all data, materials, and documentation originated and prepared for Cumberland County pursuant to the RFP shall belong exclusively to Cumberland County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of **§ 2.2-4342F of the Code of Virginia**, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- C. Offeror must submit one (1) original and two (2) copies of each proposal to Cumberland County along with an electronic copy. Each hard copy must contain an original signature. All pages of the RFP should be numbered. No other distribution of the proposal shall be made by the Offeror.
- D. Submit Proposals in a sealed envelope or package. Clearly label the shipping/mailing packaging as well as the outside of your sealed envelope or package with the proposal item number, closing date and time, and your firm's name and address. **Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.** Proposals will be received on or before July 20, 2023 at 2:00 p.m. to Jennifer Crews at County Administration unless otherwise modified by subsequent Addenda.

The official time used for the receipt of responses is determined by reference to the clock designated by the Administration department. The Administration department shall determine when the Proposal Receipt Deadline has arrived and shall announce that the deadline has arrived and that no further proposals or proposal modifications will be accepted.

XII. CLARIFICATION OF TERMS

Please direct any questions or requests for documents to Jennifer Crews at jcrews@cumberlandcounty.virginia.gov. Deadline to contact Jennifer Crews for concerns, questions or requests is July 14, 2023 at 11:00 a.m. All questions or requests for information must be submitted in writing. All responses to questions will be in writing and in the form of an Addendum and posted on the Cumberland County website at cumberlandcounty.virginia.gov/bids-proposals

XIII. INSURANCE

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage set forth below at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Contractor must submit to Cumberland County Administration Department certificates of insurance prior to beginning of work. It is the responsibility of the

contractor to immediately notify Cumberland County should any policy be cancelled or changed. Failure to notify Cumberland County shall constitute a material breach of contract.

A. Minimum Insurance Coverages and Limits Required:

1. Workers' Compensation - Statutory requirements and benefits.
2. Employer's Liability - \$100,000.
3. Automobile Liability - \$1,000,000 combined single limit.
4. Miscellaneous Error and Omissions \$1,000,000 per occurrence
5. Umbrella/Excess Liability - \$5,000,000

XIV. RECEIPT AND OPENING OF PROPOSALS

A) It is the responsibility of the Offeror to assure that the proposal is delivered to the place designated for receipt of proposal and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.

B) Proposals will be opened in the Cumberland County Administration Building Basement Conference Room and their contents made public for the information of those submitting proposals and others interested who may be present either in person or by representative. The officer or agent of the owner, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a proposal not properly addressed and identified.

C) The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.

XV. EVALUATION OF CRITERIA

Evaluation Criteria: Proposals shall be evaluated by the Agency using the following criteria:

1. Relevant experience with similar projects
2. Qualifications and experience of key contract team members who are actively involved throughout the entire contract.
3. References from other similar projects.
4. Price
5. Specific plan and/or methodology to be used to perform the services.

XVI. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award the contracts as a result of this solicitation, Cumberland County will publicly post the announcement for inspection in the County Administration office and on the Cumberland County website at <https://www.cumberlandcounty.virginia.gov/bids-proposals>

XVII. AWARD

After evaluation of the Proposals received in response to the RFP, Cumberland County shall engage in individual discussions and interviews with proposers deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Proposers shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract. Proposers may also propose alternate concepts or methodology. At the conclusion of the informal interviews and on the basis of the information provided and developed in the selection process to this point, the Cumberland County shall rank, in the order of preference, the interviewed proposers whose professional qualifications and proposed services are

deemed most meritorious. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Cumberland County Board of Supervisors may decide which, in its opinion, has made the best proposals, and shall award the contracts to those offerors. Cumberland County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

XVIII. PRE-PROPOSAL CONFERENCE

A Pre-proposal conference will not be held.

XIX. GENERAL TERMS AND CONDITIONS

A. APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the courts of Cumberland County. Cumberland County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

B. ANTI-DISCRIMINATION

1. During the performance of this contract, the contractor agrees as follows:
 - a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, family status or any other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of paragraph 1 above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

C. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

D. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with Cumberland County, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in Cumberland County, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

E. DEBARMENT STATUS

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

F. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Cumberland County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Cumberland County under said contract.

G. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

H. PROHIBITION OF ALCOHOL AND OTHER DRUGS

§2.2-4312 of the Code of Virginia shall be applicable. It provides as follows:

“During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.”

(b) The Contractor shall also establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:

- (1) The manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and
- (2) The impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.

XX. SPECIAL TERMS AND CONDITIONS

A. AGENCY'S RIGHT TO ISSUE RFPs AND PROJECT ORDERS

Cumberland County reserves the right, at its sole discretion, to issue RFPs for similar work, for other disciplines or types of work, and for other projects as the need may occur. The contractor may have only one Emergency Services Staffing term contract in effect with a Cumberland County or its subsidiaries or branches at any time. Cumberland County also reserves the right to issue project orders to other A/Es under term contracts at its sole discretion, based on its evaluation of each Emergency Services Staffing qualifications, expertise, current workload, capabilities, performance record, location or distance to the project, and other factors as may be pertinent to the particular project. Cumberland County also reserves the right under the provisions of this Contract to issue a project order to the Emergency Services Staffing to provide services of a similar type or discipline covered by this RFP to a subsidiary, branch or state agency in the same geographic area.

B. CONTRACT TERM

Under the provisions mentioned in this RFP, the term of any contract awarded hereunder shall be for a period of one year. Cumberland County will have the option, at its sole discretion, to renew the contract for two additional one-year terms, the term for each of which to begin on the anniversary date of the effective date of the original contract.

C. AUDIT

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment.

D. PAYMENT

Invoices for each individual project shall be submitted by the contractor to the Cumberland County Finance Department and shall be paid in accordance with state and federal law. All invoices shall be in strict accordance with the terms of any contract awarded in response to this Request for Proposals. The fees for the services on each project shall be negotiated individually on a lump sum basis considering the scope of services required, the estimated man-hours required for each skill level/discipline, and the labor rates agreed upon listed in the contract. If an estimate of time cannot be reasonably estimated, the Emergency Services Staffing may be directed to proceed with the work on an hourly basis with a "not to exceed" amount. The compensation shall be determined by the CAD's certified record of man-hours expended by classification, skill level and discipline, and the hourly rates for each as listed in the contract. The contract prepared will document the negotiated acceptable labor rates for the various CAD classifications, skill levels and disciplines. These rates will be used by the County for arriving at a lump sum fee total. If a project is to be performed on a lump sum basis, the County shall determine a lump sum based on the scope of service required, the estimated man-hours required for each classification, skill level and discipline, and the labor rates agreed upon during the contract negotiations.

E. WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on the proposal form itself, on the envelope in which the proposal is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

F. PROPOSAL BINDING

Offeror must agree that this proposal be binding and may not be withdrawn for a period of ninety (90) days after the scheduled closing date of this RFP.

G. ATTACHMENTS

- a) State Corporation Commission Form

Attachment A

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The offeror:

☐ ☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

☐ ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

NOTE:

[] Check here if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver).